

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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In re : **Chapter 11**
 :
TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
 :
Debtors.¹ : **Jointly Administered**
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 : **Re: Docket Nos. 2056, 2116, & 2120**
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**NOTICE OF OCCURRENCE OF EFFECTIVE DATE OF FIFTH
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF TK HOLDINGS INC. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that, on February 21, 2018, the U.S. Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order [Docket No. 2120] (the “*Confirmation Order*”) confirming the *Fifth Amended Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and Its Affiliated Debtors* [Docket No. 2116] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the “*Plan*”).²

The Effective Date: Please take notice that, on **April 10, 2018**, the Effective Date of the Plan occurred and the Plan was substantially consummated. All conditions precedent to the Effective Date of the Plan set forth in Section 9.2 of the Plan have either been satisfied or waived in accordance with the Plan and the Confirmation Order.

Administrative Expense Claims Bar Date: Pursuant to the Confirmation Order, and except as otherwise provided in Section 2.1 of the Plan, holders of Administrative Expense Claims (other than holders of Administrative Expense Claims paid in the ordinary course of business, holders of Administrative Expense Claims arising under section 1930 of chapter 123 of title 28 of the United States Code, holders of Fee Claims, holders of Cure Claims, holders of Consenting OEM PSAN Administrative Expense Claims, holders of Administrative Expense PSAN PI/WD Claims, and holders of Administrative Expense PI/WD Claims) must file and serve on the Debtors requests for the payment of their respective Administrative Expense Claims not already Allowed by a Final Order of the Court on or before **June 11, 2018 at 5:00 p.m.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Plan.

(Prevailing Eastern Time) or be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their asserts or properties, and such Claims shall be deemed discharged as of the Effective Date.

Fee Claims: Pursuant to Section 2.5 of the Plan, all Professional Persons seeking awards by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code must file and serve on the Reorganized Debtors and the other Notice Parties (as defined in the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) Authorizing Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 331]), on or before **May 25, 2018**, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred. The hearing on such final fee applications shall be scheduled by the Court.

Assumption of Executory Contracts and Unexpired Leases and Rejection Damage Claims: Pursuant to Section 8.1 of the Plan, except as otherwise provided in the Plan or Confirmation Order, effective as of the Effective Date, all executory contracts or unexpired leases to which any of the Debtors are parties are deemed assumed and assigned to the Plan Sponsor, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Court, (ii) is specifically designated on the Schedules of Assumed Contracts, as amended, [Docket Nos. 1857, 1858, 2093, 2094, 2604, 2605] or the Schedules of Rejected Contracts, as amended, [Docket No. 1860, 2092, 2601], (iii) is being assumed, assumed and assigned, or otherwise assigned pursuant to Section 8.4 of the Plan, (iv) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Effective Date, or (v) is the subject of a pending Cure Dispute. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, (i) all contracts related to Excluded Assets (including contracts related to PSAN Inflatons), (ii) contracts related to employees that are not Transferred Employees and (iii) contracts related to the Debtors' employee benefit plans shall be rejected unless the Plan Sponsor has otherwise instructed the Debtors in writing.

Following resolution of a Cure Dispute that has been asserted in a timely objection filed in accordance with the Solicitation Procedures Order, the applicable contract or lease shall be deemed assumed effective as of the Effective Date; *provided, however*, subject to the terms of Section 5.19(h) of the Plan, if any Claim subject to a Cure Dispute is Allowed in an amount greater than the Cure Amount for such Claim listed on the Cure Amount Notice, the Debtors reserve the right (and shall do so if directed by the Plan Sponsor with respect to any Purchased Contract) to reject such executory contract or unexpired lease for a period of seven (7) Business Days following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute by filing a notice indicating such rejection with the Bankruptcy Court.

If the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to Section 8.1 of the Plan results in damages to the other party or parties to such contract or lease, any Claim for such damages must be filed and served on the Debtors **no later than thirty (30) days after the later of (i) the Confirmation Date, February 21, 2018, and (ii) the effective date of the rejection of such executory contract or unexpired lease, which shall**

be the Effective Date. Except as set forth above, the Confirmation Order constitutes the Court's approval of the assumption, assumption and assignment, or rejection, of all executory contracts or unexpired leases, as applicable.

Sale Free and Clear: Pursuant to Section 5.2(c) of the Plan, on the Effective Date, except for the Assumed Liabilities and the Permitted Liens, the Purchased Assets shall, in accordance with section 1141(c) of the Bankruptcy Code, be purchased by or otherwise transferred to the Plan Sponsor in accordance with the U.S. Acquisition Agreement free and clear of all Claims, interests, Liens, other encumbrances, and liabilities of any kind or nature whatsoever, including rights or claims based on any successor or transferee liabilities. **The terms of Section 5.2(c) of the Plan shall be binding on and enforceable against all Persons as a permanent injunction pursuant to Section 10.5(b) of the Plan.**

Plan Injunction: Pursuant to Section 10.5(a) of the Plan, except as otherwise provided in the Plan or the Confirmation Order, effective as of the Effective Date, all Persons or entities who have held, hold, or may hold Claims against or Interests in any Debtor with respect to any such Claim or Interest, are permanently enjoined from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Parties mentioned in this subparagraph (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Parties mentioned in this subparagraph (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subparagraph (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

Pursuant to Section 10.5(b) of the Plan, except as expressly permitted by the U.S. Acquisition Agreement and except as to Assumed Liabilities and Permitted Liens, all Persons, including all debt security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, customers, employees, litigation claimants, and other creditors, holding Claims, Liens, Interests, charges, encumbrances, and other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against or in a Debtor or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Purchased Assets prior to the Effective Date, or the Restructuring Transactions, are forever barred, estopped and permanently enjoined from asserting against the Plan Sponsor Parties, their respective successors

and assigns, their property or the Purchased Assets, such Person's Claims, Liens, Interests, charges, encumbrances, and other interests (including rights or Claims based on any successor or transferee liability), including, without limitation, by: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Plan Sponsor Party or the property of any Plan Sponsor Party, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subparagraph (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Plan Sponsor Party or its property, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons mentioned in this subparagraph (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing any encumbrance of any kind or asserting any Released Claims in any manner, directly or indirectly, against a Plan Sponsor Party or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subparagraph (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

PSAN PI/WD Claims: Pursuant to the terms of the Plan and the Confirmation Order, the "Takata Airbag Tort Compensation Trust Fund" (*i.e.*, the PSAN PI/WD Trust) has been established and funded to compensate holders of certain personal injury and wrongful death claims, as defined in the Plan, the Confirmation Order, and related Trust documents, caused by (i) malfunctions of certain Takata Airbag PSAN Inflators, and (ii) Takata products other than PSAN Inflators. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, to the maximum extent permitted under applicable law, the holders of PSAN PI/WD Claims shall be deemed to provide a full and complete discharge and release to the Protected Parties and their respective property and successors and assigns from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to such holders' PSAN PI/WD Claims. Notwithstanding anything to the contrary in the Plan, nothing in the Plan shall release any OEM that is not a Participating OEM from liability for a PSAN PI/WD Claim. Information about the Takata Airbag Tort Compensation Trust Fund can be found at www.TakataAirbagInjuryTrust.com.

No Successor Liability: Except as otherwise expressly provided in the Plan, the Confirmation Order, or the U.S. Acquisition Agreement, each of the Plan Sponsor Parties (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations of or the assets of the Debtors on or prior to the Effective Date; (ii) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall

not have any successor or transferee liability of any kind or character; *provided, however*, that the Plan Sponsor shall timely perform and discharge the obligations specified in the U.S. Acquisition Agreement, including the Assumed Liabilities.

Claims Against the Japan Debtors: On account of the TKJP Contribution Amount and satisfaction of certain conditions set forth in the Plan and the *Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 6004, 9019, and 9024 (I) Authorizing and Approving Certain Settlements and (II) Vacating the Discharge Opinion*, entered on April 9, 2018 [Docket No. 2594], in accordance with the Plan and the Confirmation Order, the Japan Debtors have become Released Parties and Protected Parties under the Plan and are entitled to the benefits of the releases and injunctions set forth Article X of the Plan, including the Channeling Injunction.

Claims Against TKSAC: In accordance with the Plan and the Confirmation Order, TKSAC has become a Released Party and Protected Party under the Plan and is entitled to the benefits of the releases and injunctions set forth Article X of the Plan, including the Channeling Injunction.

Utility Deposits: Pursuant to the *Final Order Pursuant to 11 U.S.C. §§ 366 and 105(a) (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service* [Docket No. 329] (the "***Utilities Order***"), the Debtors are authorized to release any and all funds deposited into any segregated accounts maintained for the benefit of any utility companies pursuant to the Utilities Order and such funds shall be available to the Debtors.

Viewing the Plan and Confirmation Order: The Plan and Confirmation Order may be viewed for free at the website of the Debtors' claims and noticing agent, Prime Clerk LLC, at <http://www.tkrestructuring.com/> or for a fee on the Bankruptcy Court's website at <http://www.deb.uscourts.gov>.

Airbag Recall: The occurrence of the Effective Date does not affect the ability of drivers to obtain replacements for recalled Takata airbag inflators free of charge. Vehicle owners should respond to the recall notice that they received or vehicle owners in the United States may visit <https://www.airbagrecall.com/> for more information on airbag inflator replacements.

Dated: April 11, 2018
Wilmington, Delaware

/s/ Mark D. Collins

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